

# EXHIBIT 1



322 North Shore Drive  
Building 1B, Suite 200  
Pittsburgh, Pennsylvania 15212

1, 24

[REDACTED]  
BRONX NY 10474

Re: Law Firm Fee Amendment

Dear [REDACTED],

We have an exciting update to share regarding the Firm's representation of you!

Effective immediately, we are modifying the Firm's fee structure from a pay for service model to a contingent model. The change involves when the Firm will be entitled to collect fees for its services. Going forward, we, your law firm, will stop collecting our fees every month. Instead, we will collect our fees only when we complete our work settling a particular debt on your behalf.

Previously, the Firm received a flat fee each month. Now, the Firm will not collect any fees from your dedicated account until we settle a debt for you. Further, the amount of the fee will depend on the amount of the debt we settle. By way of example, if the Firm settles 25% of your total enrolled debt, the firm will be entitled to take 25% of the total overall fee. You will only be charged a proportionate share of our fees, debt by debt, each time we negotiate and settle a particular debt and you have approved the settlement and made your first payment to the creditor under that settlement.

This new fee arrangement should allow you to save money faster and as such, allow us the opportunity to settle your debt(s) quicker. But some things do not change under the new fee arrangement.

The total amount of your total agreed upon fee does not change. The amount of your monthly draft into your dedicated account does not change. Our reliance on your ability to make regular drafts to your dedicated account does not change. The **ONLY** thing that does change is when and how the law firm is entitled to collect its fees.

As for next steps, please review and execute the attached amendment to your law firm retention agreement as soon as you can – see link to the Amendment below. Once we have received your electronically signed Amendment and we have also signed it, we will provide you a copy for your records.

We believe that the change in the fee arrangement has upside for you with no downside. We will be glad to answer any questions you may have about the change, but we are not representing you or advising you regarding whether to sign the Amendment, so you may wish to consult an independent attorney for advice.

We thank you for your attention to this matter and hope to continue to assist you in your efforts to get out of debt once and for all!

Very truly yours,

Clear Creek Legal

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Case 1:24-cv-00040-EAW-MJR Document 1-1 Filed 07/11/24 Page 1 of 1

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will be used in making payments toward settlements negotiated by Law Firm, paying the Dedicated Account holder's account fees and paying Law Firm's legal fees under the terms of the Agreement (as modified by this Amendment).

**All funds in Client's Dedicated Account shall remain under Client's control at all times, and may be withdrawn by Client at any time without penalty. If Client notifies Law Firm or the third party Dedicated Account holder of a request to withdraw funds in the Dedicated Account, Client shall be entitled to receive all funds in Client's Dedicated Account (other than any funds that have previously been earned by Law Firm under the terms of this Amendment) within seven (7) business days of such request.**

**Even though Client has the right to withdraw funds from the Dedicated Account, Law Firm strongly recommends that Client retain all funds in the Dedicated Account to ensure that those funds are available for settlement payments and fees. Retaining all funds in Client's Dedicated Account will allow Law Firm the greatest ability to effectively represent Client under the terms of this Agreement.**

**The provisions of your Agreement regarding Method of Payment (generally Subparagraph 2.4 or 2.5 of your Agreement) are amended to read as follows:**

## Method of Payment

Under this Agreement, Client agrees to have the monthly amount set forth in the payment schedule of Client's Agreement automatically drafted periodically by Client's Dedicated Account holder from Client's bank account into an authorized Federal Deposit Insurance Corporation ("FDIC") insured bank account held in Client's name (the "Dedicated Account"), as designated in Client's Dedicated Account Agreement. Client will have the same right to withdraw funds from the Client's Dedicated Account in the FDIC-insured bank as Client had to withdraw funds from the Dedicated Account holder.

**Section 2 of your Agreement is amended to add the following new provision as Subparagraph 2.9:**

## 2.9 Application of Fees and Costs Paid Before Amendment [NEW]

To the extent Client has paid Retainer Fees, Monthly Administration Fees and Service Costs to Law Firm under the Agreement prior to the time Client approves this Amendment (collectively “Pre-Amendment Fees”), all such fees and costs will be credited against any settlements that were completed for Client before Client approves this Amendment (and will be credited against any settlements completed after Client approves this Amendment).

Client will not owe any additional fees or costs to Law Firm until the total amount of the fees and costs received by Law Firm from Client before the date of this Amendment equals the amount of fees and costs Law Firm is entitled to under the terms of this Amendment. Once the total amount of the fees and costs received by Law Firm before the date of this Amendment equals the amount of fees and costs Law Firm is entitled to under the terms of this Amendment, Law Firm shall be entitled to receive any additional fees due for its Services as provided in this Amendment. For example, if Client paid Law Firm \$1,000 in Pre-Amendment Fees *before* approving this Amendment, and Law Firm then settles a debt that entitles Law Firm to a \$1,200 fee, the Law Firm will: (1) credit the previously paid \$1,000 toward the fee; and (2) take an additional \$200 to pay the remainder of the \$1,200 fee.

Except as expressly modified herein, all of the terms, covenants and provisions of the Agreement are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

This Amendment may be executed in two or more counterpart copies, via facsimile, DocuSign (or equivalent online signature service), and/or hard copy. Each executed copy of the Amendment, no matter how executed, shall be deemed an original and all such counterparts shall have the same force and effect as if the parties had executed a single copy of this Amendment.

**There are *no* changes to the following provisions in Section 2 of your Agreement:**

**Additional Fees** (generally Subparagraph 2.3 or 2.7 of your Agreement)

**Early Program Completion and Pre-Payment of Program Fees** (generally Subparagraph 2.5 or 2.6 of your Agreement)

**Costs of Litigation Services – Court Costs and Trial Preparation Costs** (generally Subparagraph 2.6 or 2.7 of your Agreement).

**Increases in Balances of Accounts Subject to Representation** (generally Subparagraph 2.8 of your Agreement).

**I represent that I have read, understand and agree to be bound by the terms of this Amendment to Client Retainer Agreement as set forth above and find the terms of the Amendment to be fair and reasonable. I agree to be bound by the terms of the Amendment, and I also agree to continue to be bound by the terms of the original Agreement to the extent it has not changed, and to be bound by the terms in the documents incorporated in the original Agreement.**

**I further acknowledge that I have had a reasonable opportunity to review the terms and conditions of this Amendment. I also have been advised by Law Firm in writing (in this Amendment) of the desirability of seeking the advice of independent legal counsel to review and advise me regarding this Amendment, and Law Firm has given me a reasonable opportunity to seek independent legal counsel to review and advise me regarding this Amendment.**

**Law Firm has also explained to me its role in drafting and presenting this Amendment, including explaining to me that Law Firm is *not* representing me in deciding whether I should approve this Amendment (which is why Law Firm has advised me that it would be desirable for me to retain independent counsel to review and advise me regarding this Amendment).**

**I confirm that the changes to the Agreement in this Amendment have been explained to my satisfaction, and that as of the date of signing below I have no unanswered questions about this Amendment, about the original Agreement, or about the overall debt settlement program.**

Agreed to on \_\_\_\_\_.

**Sign Here**

\_\_\_\_\_  
Signature of Client

**Sign Here**

\_\_\_\_\_  
Signature of Co-Client

\_\_\_\_\_  
Signature of Law Firm



# Audit Trail

DigiSigner Document ID: 90966bd6-7ff4-4cc6-999d-7267af279dc5

Event	User	Time	IP Address
Upload document	digisign@leadtrac.net	04/02/2024 10:47:52 AM EDT	64.22.152.61
Send for signing	digisign@leadtrac.net	04/02/2024 10:47:52 AM EDT	64.22.152.61
Open document	[REDACTED]@gmail.com	04/02/2024 10:48:20 AM EDT	69.115.226.70
Open document	[REDACTED]@gmail.com	04/02/2024 10:56:05 AM EDT	69.115.226.70
Open document	[REDACTED]@gmail.com	04/02/2024 11:06:55 AM EDT	144.121.65.130
Open document	[REDACTED]@gmail.com	04/02/2024 11:08:08 AM EDT	144.121.65.130
Open document	[REDACTED]@gmail.com	04/02/2024 11:10:20 AM EDT	68.205.172.179
Open document	[REDACTED]@gmail.com	04/02/2024 11:17:03 AM EDT	144.121.65.130
Open document	[REDACTED]@gmail.com	04/02/2024 11:31:29 AM EDT	108.14.44.49
Open document	[REDACTED]@gmail.com	04/02/2024 11:36:07 AM EDT	144.121.65.130
Download document	[REDACTED]@gmail.com	04/02/2024 11:36:18 AM EDT	144.121.65.130
Open document	[REDACTED]@gmail.com	04/02/2024 11:41:06 AM EDT	2a09:bac3:61be:1846::26b:44
Open document	[REDACTED]@gmail.com	04/02/2024 11:55:27 AM EDT	151.181.4.5
Open document	[REDACTED]@gmail.com	04/02/2024 12:08:12 PM EDT	107.130.14.17